Supreme Court, U.S.
FILED

10-597 SEP 17 2010

OFFICE OF THE CLERK

No._____

IN THE

Supreme Court of the United States

Dr. Daisy M. LaCour Petitioner

vs.

Claiborne County School District and
Dr. Annie Kilcrease, Superintendent
Respondents

On Petition For Writ Of Certiorari

To The United States Court of Appeals
For The Fifth Circuit

PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED

Did the United States Court of Appeals err in Affirming the District Court granting judgment in favor of Claiborne County School District and Dr. Annie Kilcrease, Superintendent on Petitioner (Dr. Dr. Daisy M LaCour) claim for violation of Title VII of the Civil Rights Act of 1964, as amended, in that Petitioner was discriminated against because of her sex, female?

Did the United States Court of Appeals err in Affirming the District Court granting judgment in favor of Claiborne County School District and Dr. Annie Kilcrease, Superintendent claim for tortious interference with business and or contractual matters?

Did the United States Court of Appeals err in Affirming the District Court abuse its discretion in declining to exercise jurisdiction over Petitioner (Dr. Daisy M. LaCour's) sole remaining state law claim for breach of contract?

LIST OF PARTIES

{X} All parties appear in the caption of the case on the cover page.

{ } All parties do not appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment s the subject of this petition is as follows:

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DEFINITION OF TERMS

Qualified – fitted) as by training or experiences) for a given purpose; competent, having complied with specific requirements or precedent condition.

Certified – that the candidate had meet all requirements

Violate – break, disregard, to fail to show proper respect for

Supreme Court Of The United States

PETION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

{X) For case from **federal courts**

The opinion of the United States court of appeals appears at Appendix A to the petition and is

{ } reported
at_____
_____; or,

{ } has been designated for publication but is not yet reported; or

(X } is unpublished.

The opinion of the United States district court appears at Appendix B, C and D to the petition and is

{ } reported at _____; or,

{ } has been designated for publication but is not yet reported; or

(X } is unpublished.

(X) For case from **state courts**

The opinion of the highest state court to review the merits appears at Appendix ___ to the petition and is

{ } reported at_____
_____; or,

{ } has been designated for publication but is not yet reported; or

( ) is unpublished.

The opinion of Claiborne County Chancery Court Appendix E to the petition and is

{ } reported at_____
_____; or,

{ } has been designated for publication but is not yet reported; or

(X) is unpublished.

JURDISDUCTION

{X} For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was July 6, 2010., Appendix A

{X} No petition for rehearing was timely filed in my case.

{ } A timely petition for rehearing was denied by the United State Court of Appeals on the following date:_____, and a copy of the order denying rehearing appears at Appendix_____.

{ } An extension of time to file the petition for a writ of certiorari was granted to and including_____(date) on _____(date)_____ in Application No. _____A_____

The jurisdiction of this Court is invoked under 28 U. S. C. 1254(1).

X) For cases from **state courts**:

The date on which the highest state court decided my case was December 22, 2008. A copy of that decision appears at Appendix. E

{X} No petition for rehearing was timely filed in my case.

{ } A timely petition for rehearing was denied by the United State Court of Appeals on the following date:_____, and a copy of the order denying rehearing appears at Appendix_____.

{ } An extension of time to file the petition for a writ of certiorari was granted to and including_____(date) on _____(date)_____ in Application No. _____A_____

The jurisdiction of this Court is invoked under 28 U. S. C. 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISION INVOLVED

LEGAL ISSUE ONE: Whether Title VII of the Civil Rights Act of 1964, 42 USC 2000e, makes it unlawful for an employer to hire or discharge any individual, or otherwise to discriminate against any individual with respect to his/her compensation, terms, conditions or privileges of employment, because of an individual's race, color, religion, sex or national origin. This covers hiring, firing, promotions and all workplace conduct.

LEGAL ISSUE TWO: Whether a Breach of contract is a legal concept in which a binding agreement or bargained-for exchange is not honored by one or more of the parties to the contract by non-performance or interference with the other party's performance. If the party does not fulfill his contractual promise, or has given information to the other party that he will not perform his duty as mentioned in the contract or if by his action and conduct he seems to be unable to perform the contract, he is said to breach the contract.

LEGAL ISSUE THREE: Whether Due Process - The 5th Amendment to the Constitution of the United States states that "no person shall be deprived of life, liberty, or property, without due process of law." This right was extended to the states by the 14th Amendment (1868).

Fundamental to procedural due process are adequate notice before the government can deprive one of life, liberty, or property, and the opportunity to be heard and defend one's rights. The boundaries of due process are not fixed and are the subject of endless judicial interpretation and decision making.

LEGAL ISSUE FOUR: Whether the U.S. Equal Employment Opportunity Commission is empowered, as hereinafter provided, to prevent any person from engaging in any unlawful employment practice as set forth in section 2000e-2 or 2000e-3 of this title *[section 703 or 704]*.

LEGAL ISSUE FIVE: Whether Jurisdiction - Authority of a court to hear and determine cases. This authority is constitutionally based. Examples of judicial jurisdiction are: appellate jurisdiction, in which a superior court has power to correct legal errors made in a lower court; concurrent jurisdiction, in which a suit might be brought to any of two or more courts; and federal jurisdiction. A court may also have authority to operate within a certain territory. Summary jurisdiction, in which a magistrate or judge has power to conduct proceedings resulting in a conviction without jury trial, is limited in the U.S. to petty offenses.

LEGAL ISSUE SIX: Whether MS Code Section 37–9–59, Grounds and procedures for dismissal or suspension of licensed employee; attendance of different school system by child as grounds for denying employment or reemployment of superintendent, Principal or licensed employee. For incompetence, neglect of duty, immoral conduct, intemperance, brutal treatment of a pupil or other good cause, the superintendent of schools may dismiss or suspend any licensed employees in any school district. Before being so dismissed or suspended, any licensed employee shall be notified of charges against him and he shall be advised that he is entitled to a public hearing upon said charges in the event the continued presence of said employee on school premises poses a potential threat or danger to the health and safety or general welfare of the student, or in the discretion of the superintendent, may interfere with or cause a disruption of normal school operations, the superintendent may immediately release said employee of all duties pending a hearing, if one is requested by the employee. In the event a licensed employee is arrested, indicted, or otherwise charged with a felony by a recognized law enforcement official, the continued presence of the licensed employee of school premises shall deem to constitute a disruption of normal school operations. The school board, upon a request for a hearing by the person so suspended or removed, shall set

shall set a date, time and place for such a hearing, which shall be not sooner than five (5) days nor later than thirty (30) days from the date of the request. The procedure for such hearing shall be as prescribed for hearings before board or hearing officer in Section 37-9-111. From the decision made at said hearing, any licensed employee shall be authorized in MS Code Section 37-9-113. Any party aggrieved by action of the chancery court may appeal to the Mississippi Supreme Court as provided by law. In the event that a licensed employee is immediately relieved of duties pending a hearing, as provided in this section, said employee

shall be entitled to compensation for a period up to and including the date that the initial hearing is set by the school board, in the event that is a request for such a hearing by the employee. In the event that employee does not request a hearing within five (5) calendars of the date of discharged or suspension, it shall constitute a waiver of rights by said employee and such discharged or suspension shall be effective on the date set in the notice to the employee.

STATEMENT OF THE CASE

The only qualifications listed on the Job Description for Claiborne County Public School for the position of Principal is that a person(s)

have an "Appropriate Administrative Certificate as required by Mississippi State Code."

Petitioner has an AAAA School Administrator Certification license by Mississippi State Department of Education who licenses school employees. Petitioner has the highest certification for administrators. Petitioner has a doctorate of Education in Early Childhood Education, Department of Curriculum and Instruction. Petitioner has over thirty years of administrative experiences and has taught at the college level teacher education courser and supervised student teachers. Petition has taught best practice for teachers to use in a classroom setting. Dr. Annie Kilcrease on her letter dated July 10, 2006 to the Board of Education Claiborne County School Claiborne County School. See Case 5:08 –cv-00315 – DCB –JMR Docket 69-2 Filed 01/05/2010 Page 1 of.

> "Dear Members of the Board: Due to Mr. Spurgeon Banyard, person recommended as the principal for Port Gibson High School for the 2006-07 school year, accepting a job at South Delta High School for $77,000, we are in need of a principal at this time. I am now recommending Dr. Daisy M. LaCour as principal for the 2006-2007 school year.

Dr. LaCour was the second highest candidate for the position. The only reason she was rated second was due to the fact she did not have experience as a secondary principal. She has many years as experienced administrator. Her credentials and her skills set in Curriculum and Instruction, along with her administrative certificate and experience at the Doctoral level, and experience as Director of Upward Bound, makes her highly qualified to fill this position.

The Leadership Team has had the opportunity to converse with Dr. LaCour and is satisfied she brings great vision for Port Gibson High School. Several members of the Port Gibson High School faculty and staff have had the please of meeting Dr. LaCour during the week of July 3-7, 2006 and have been very complimentary of her vision assertiveness and potential leadership she will bring to Port Gibson High School they feel is much needed.

Therefore, I recommend that Dr. Daisy LaCour is name Principal of the Port Gibson High School for the 2006-2007 school term with the same salary offer to Mr. Spurgeon Banyard of $68,500.00.

Thank you in advance for your consideration of this request.
Respectfully,
Annie Kilcrease, Ph.D.
Superintendent of Education"

Petitioner was qualified for the position of Principal because she met all the qualifications that were required by the Claiborne County School District and Dr. Annie Kilcrease, Superintendent of Education.

Claiborne County School District entered into a contractual agreement for certified employee with Petitioner on July 7, 2006. Petitioner is a certified licensed employed by the Mississippi Department of Education. Petitioner has an AAAA 486 Administrator valid license. Educator License no. 182226.

There was no clause regarding termination of contract (between the employee with employer or between employer with the employee) in the contract that was executed by Dr. Daisy M. LaCour and the Claiborne County School District and failure to give proper notice per the contract terms may result in a monetary loss or require reimbursement of funds advanced in reliance on full contractual performance. One of the most common and easily discernible types of wrongful termination is when a contract is breached. If actions of an employer go against specific terms of a

contract, proving a wrongful termination is much easier. Similarly, discriminatory firings, such as terminating someone due to age, sex, race, religion, or sexual orientation, are usually wrongful terminations.

Contract for Assistant Superintendent, Principal and Certificated Employees with the Claiborne County School District that was executed between Dr. Daisy M. LaCour and Claiborne County School District. The Contract for Assistant Superintendent, Principal and Certificated Employees with the Claiborne County School District states that the Claiborne County School District employer with the employee having being duly elected and approved for employment by the school board of the employee. The contract of employment has been executed in duplicate on the dates indicated as witnessed by the signatures of the employee and the duly authorized superintendent.' *Date of Contract*: There is a signed and binding/enforceable certified employee contract *dated July 16, 2006. Signatures:* Dr. Annie Kilcrease, Superintendent and Daisy M. LaCour Employee. The agreement provides:

1) Employee will be employed for the *scholastic year 2006-2007*

2) Will hold the position as *Principal*

1333) Employee shall be available to performed assigned duties *beginning on July 11, 2006 and ending June 2007*
4) The employee will be employed for 225 days during scholastic year
5) The Employee will perform assigned duties during the school term and that school year will consist of 181 days and will commence and end on dates estab lished in accordance with the policy of the employer. That the employee agrees to reassignment during the school term to any area which a valid certificate is held.
6) In consideration for the duties per formed under this agreement, the em ployer agrees to *compensate the em ployee with an annual salary of $68,500.00,* which shall be paid in 24 equal installments with the first pay ment beginning on the last working day of the month for duties performed or as may be otherwise provided by law.
7) That the annual salary is established in accordance with the policies of the ap propriate certificate and years of experi ence of the employee and an amount from the local salary supplement scale of the employer, and/or an amount from the employer as compensation for which.

other duties are to be performed by the employee.

8) The *signed contract* shall be subject to all *applicable policies, resolutions, rules and regulations of the employer and the laws of the State of Mississippi,* copies of which are available from the superintendent's office.

On, Thursday, April 5, 2007, Petitioner (Dr. Daisy M. LaCour) received a Hand Delivered (by Chief Terrance Watson) letter from Dr. Annie Kilcrease, Superintendent of Education, Claiborne County School District stating,

> "You are hereby notified that you are release of your employment contract with the Claiborne County School Pub lic School District effective Thursday, April 5, 2007, pursuant to MS Code 57-9-59.
>
> At the close of the business day, on April 5, 2007, you are to exit the prem ises and in doing so, you are to relin quish all keys and property that belongs to Claiborne County Pubic School Dis trict. You are to clear all Fixed Assets by getting a clean audit from Shirley Pe ters. In addition to vacating the Port Gibson High School premises, you are also notified to vacate the Principal's house on Ramsey Drive. Mr. Earl Smith

and Mr. Donald Reeves will be designated personnel to relinquish keys to."

The purpose of Mississippi School Employment Procedures Law is to protect employees from unfair and sometimes vindictive practices of their superiors. Burks v. Amite County School District (Miss. 1998) 708 So.2d 1366. Schools – 63(1)

Petitioner sent a certified letter, return receipt requested on April 10, 2007 to Dr. Annie Kilcrease, Superintendent, and the Claiborne County School District Board requesting a hearing.

Petitioner was a licensed contract employee and was entitled to compensation. When there is a release of contract from employment pursuant to MS Code 37-9-59. In the event that a licensed employee is immediately relieved of duties pending a hearing. As provided in this section, said employee shall be entitled to compensation for a period to and including the date that the initial hearing is set by the school board. In the event that there is a request for such a hearing by the employee. Miss. Code Ann. Id. 37-9-59 (1990).

Claiborne County School District and Dr. Annie Kilcrease violated Ms Code 37-9-59 when Petitioner was not compensated for a period to and including the date of the initial hearing. At a termination or

suspension hearing, the burden rests upon the superintendent to prove by a preponderance of the evidence that the adequate grounds for the adverse employment action exists. Merchant v. Pearl Mun. Separate Sch. Dist., 492 So. 2d 959, 961 (Miss. 1986) citing Mississippi Employment Sec. Comm'n v. Philadelphia Mun. Separate School Dist., 437 So. 2d 388, 393 n.4 (Miss. 1983); Sims v. Board of Trustees, 414 So. 2d 431, 434 (Miss. 1982).

The purpose of Mississippi School Employment Procedures Law is to protect employees from unfair and sometimes vindictive practices of their superiors. Burks v. Amite County School District (Miss. 1998) 708 So.2d 1366. Schools – 63(1)

On July 24, 2007, Petitioner filed charges with the U. S. Equal Employment Opportunity Commission alleging that she was discriminated against in violation of Title VII of the Civil Rights Act of 1964, as amended, because of her sex, female, in that she was subjected to disparate treatment and terminated from her Principal position by Superintendent (female).

Thursday, February 21, 2008, a time period of ten (10) months and eleven (11) days had occurred before the CLAIBORNE COUNTY SCHOOL DISTRICT begins the first initial termination hearing for Petitioner.

On September 24, 2008, U. S. Equal Employment Opportunity Commission sent their decisions that "All requirements for coverage are met". Charging Party (Dr. Daisy M. LaCour) alleged that she was discriminated against in violation of Title VII of the Civil Rights Act of 1964, as amended, because of her sex, female, in that she was subjected to disparate treatment and terminated from her Principal position by Superintendent (female).

> "Examination of the evidence by U. S. Equal Employment Opportunity Com mission reveals that Charging Party (Dr. Daisy M. LaCour) was a High School Principal for school year 2006-07, after a successful male candidate de clined this position. (It should be noted that Charging Party was hired as an As sistant Principal to the successful male candidate who declined the Principal po sition) Evidence revealed that Charging Party's predecessor was a male and her successor is a male. Evidence further revealed that Assistant Principals were hired to assist both the male predecessor and the male successor; however, Charg ing Party did not have an Assistant Principal to assist her.
>
> Examination of the evidence by U. S. Equal Employment Opportunity Commission revealed that a male a

administrative assistant was hired and assigned to the high school (Charging Party's school) to handle the discipline; however, Charging Party was terminated from her Principal position due to "her inability to deal with the escalating discipline problem." This male administrative assistant was not disciplined or terminated for the disciplinary problems at this high school.

Examination of the evidence by U. S. Equal Employment Opportunity Commission further revealed that upon terminating Charging Party, Respondent hired a male Principal and two Assistant Principals for the school year 2007-08. Respondent stated that their rationale for that is that the high school had gotten out of control as it relates to discipline and student academic achievement during the 2006-2007 school year under Charging Party.

Examination of the evidence by U. S. Equal Employment Opportunity Commission further showed that Charging Party was treated less favorable than the male high school Principals in that she was not afforded the same support/opportunity as the male Principals, to achieve success. The reasons for terminating Charging Party do not withstand scrutiny. Based on the analysis

and the record as a whole.
Evidence obtained during the U. S. Equal Employment Opportunity Commission gave a determination that established violation of Title VII of the Civil Rights Act of 1964, as amended, in that Charging Party was discriminated against because of her sex, female."

On October 1, 2008, after the Claiborne County School District Board had received the U. S. Equal Employment Opportunity Commission decisions that

> "All requirements for coverage are met" Charging Party (Dr. Daisy M. LaCour) alleged that she was discriminated against in violation of Title VII of the Civil Rights Act of 1964, as amended, because of her sex, female, in that she was subjected to disparate treatment and terminated from her Principal position by Superintendent (female)."

The Claiborne County School District Board voted to uphold the decision of the termination of Dr. Daisy M. LaCour (Petitioner). The Claiborne County School Board waited one year (1) and over six (6) months to uphold the Superintendent's decision to release Petitioner from the contract.

A letter from Attorney Everett S. Sanders dated October 6, 2008 and faxed to Attorney Gail Wright Lowery on October 6, 2008, states that the Claiborne County School District Board voted on Wednesday, October 1, 2008, based on the evidence, to uphold the termination of Dr. Daisy M. LaCour (Petitioner).

On October 17, 2008, Petitioner filed an Appeal of the Decision from Hearing before the Claiborne County School District Board in the Claiborne County Chancery Court located in Port Gibson, Claiborne County, Mississippi. The Honorable Kennie Middleton was the judge assigned to the appeal. Court date was set for December 1, 2008.

On October 17, 2008, during Petitioner filing her Appeal of Decision from Hearing before the Claiborne County School District Board, Petitioner attempted to pay two hundred dollars ($200.00) to the Claiborne County Chancery Clerk. The Clerk stated that she could not receive any funds because the Board had not filed nor executed a bond.

On October 31, 2008, Petitioner received from the U. S. Department of Justice Civil Rights Division a Notice of the Right to Sue under Title VII within the ninety (90) days of receipt of notice.

On December 22, 2008 – Honorable Kennie Middleton, Chancellor, Claiborne County Chancery Court, writes in his order

> "The Court notes that the record in the Instant case does not reflect that a bond was executed or filed within the time allowed by the above reference statute or any time thereafter.
>
> Under the circumstances of this case, the only jurisdiction this Court could have to an appellate review of the record made the School Board. An examination of the record herein clearly establishes that the Plaintiff-Appellant elect to file this action as an original bill of complaint. Therefore, this Court has no original jurisdiction to hear this cause and must grant motion to dismiss. Cox v. Thomas, 403 So.2d 135 (Miss. 1981)"

August 13, 2009 Respondents filed a Summary Judgment, stating that the Petitioner was not qualified to do the job, student discipline, and an incident that involved an off campus disturbance between two suspended female students is the reasons plaintiff was dismissed. The handed delivered letter stated that Petitioner was dismissed according to pursuant to MS Code 57-9-59.

Petitioner met the qualification that was required by the Claiborne County School District and Dr. Annie Kilcrease, Superintendent of Education to be the Principal of Port Gibson High School. If actions of an employer go against specific terms of a contract, proving a wrongful termination is much easier. Similarly, discriminatory firings, such as terminating someone due to age, sex, race, religion, or sexual orientation, are usually wrongful terminations.

Respondents hired a non- certified male who was not a qualified administrator to serve in the capacity of an administrator. This male administrative assistant responsibility was to handle discipline. This non-certified/not qualified male was not fired for not doing the job Claiborne County School District hired him to do; however, the Petitioner was fired for discipline of students at Port Gibson High School.

In Respondents Combined Motion for Summary Judgment and Memorandum of Authorities in Support enter a written statement stating

> "Also, with regard to Plaintiff-Appellant's claim that she did not have an assistant Principal, she did have an assistant Principal but because this

person did not have all of the proper credential, he was not given this title and instead bore the title of Administrative Assistant,' however functional in the role of an assistant Principal."

Claiborne County School District admits to having a non-certified employee serving in the capacity of a Certified Administrator."

"There were never numerous accounts of Dr. Daisy M. LaCour engaging is a power struggle with her assistant prince pal."

There was no assistant principal hired to assist Petitioner. By Respondents own admission Mr. Ray Gillespie was hired as an administrative assistant to handle discipline at the High School were Petitioner was the Principal. Mr. Gillespie could not administer corporal punishment without the present of a certified staff member. The student Handbook lays out student discipline. Therefore the Claiborne County School District did not provide Petitioner with a certified administrator who has the authority by district and Ms Department of Education to carry out the discipline policy for the school district.

ALL male principals before and after Petitioner had a certified assistant principal.

Any person who is not certified can not function with the authority that comes with the administrator's certification. The administrator assistant could not carry out the responsibility of disciple effectively because he had no authority by district policy or state policy to function as an administrator.

Petitioner paid for security officers from her personal checking account. These checks were given during discovery. Petitioner made sure that whenever there was a need to get added security she fulfilled that need by using her own personal funds.

Dr. Annie Kilcrease states in her Memorandum of Support:

> "The proverbial "last straw"occurred in April 2007 when Ms Lacour allowed two female students to leave the campus without parental permission. R.USCA5 478. Afterwards, these students became involved in an altercation in front of a local grocery store and were arrest by Port Gibson Police Department. R. US CA5 479-480. Shortly, thereafter Ms Lacour was Terminated and told to va cate the premises. R.USCA5 453."

The students who were fighting at the local grocery store on April 5, 2007 were both seniors in high school.

Claiborne County dismissal policy for all seniors is 12:00 noon. However, these two students were suspended on or about 11:00 a.m. by the Petitioner for fighting at Port Gibson High School on April 5, 2007. Letters dated May 4, 2007 item G from both letters states:

> "April, 5, 2007 – This incident involves the same students from (f)'s summary. These two female students who were involved in a physical altercation. One of the female students was very hostile. This student exited the JROTC building, and enter the main building once she enter the main building she was very disrespectful by using profanity, making threat, screaming, disoriented, and disruptive to the learning environment. She enter my office and began throwing things and trying to continue to fight the same student. It was here she continued to use profanity, disrespect and assault (Verbally and physically) Dr. LaCour, Mrs. Lucinda Jones and me. SRO Terrance Watson was called to restrain her. Dr. Daisy M. LaCour and SRO Terrance Watson remove the student from campus and escorted her home. Dr. LaCour returned to campus and informed me that the student was home. In a ten minutes span, the student and her mother returned to campus both were

> very irate, using profanity and being extremely out of control. The parent was informed that her child was suspended and they must leave the campus immediately."

This incident is also confirmed by a letter date May 4, 2007 by Mr. Ray Gillespie, Administrative Assistant the non-certified male who was hired to handle discipline and a letter dated May 4, 2007 from Mr. Ray Gillespie, Administrative Assistant the non-certified male who was hired to handle discipline and Mrs. Clarena Jones a female certified Lead Teacher." See Case 5:08 –cv-00315 – DCB –JMR Docket 49 Filed 08/13/2009 Page 32 and 34 of 51)

The City of Port Gibson Police Department report gave an account of a fight on April 5, 2007 at M& M

Super Market at around 11:40. The police report stats that for an incident that started over at the Port Gibson High School. The police report stated that they had to be separated and transported in separate cars to the Police Department where each subject was charged with (Disturbance of the Peace). Both of these students had been suspended from Port Gibson High School prior to getting into a fight at M & M Super Market. See Case 5:08 –cv-00315 – DCB –JMR Docket 49 Filed 08/13.2009 Page 37 of 51.

On December 30, 2008 an order was granted to Respondents motion for summary Judgment

Petitioner filed motion on January 4, 2010, to amend claim that according to Miss. Code Ann. Id. 37-9-59 (1990). In the event that a licensed employee is immediately relieved of duties pending a hearing, as provided in this section, said employee shall be entitled to compensation for a period to and including the date that the initial hearing is set by the school board, in the event that there is a request for such a hearing by the employee. Miss. Code Ann. Id. 37-9-59 (1990). Claiborne County School District and Dr. Annie Kilcrease violated MS Code 37-9-59 when Dr. Daisy M. LaCour was not compensated for a period to and including the date of the initial hearing.

The District Court did abuse its discretion in declining to exercise jurisdiction over Dr. Daisy M. LaCour's sole remaining state law claim for breach of contract.

The factors which the court must consider in deciding whether to exercise supplemental jurisdiction consist of the following:

1) the sate Law claim raises a novel or complex issue of state law;

2) the claim substantially predominates over the claim or claims over which the district court has original jurisdiction;

3) the district court has dismissed all claims over which it has original jurisdiction; and

4) in exceptional circumstances, there is other compelling reason for declining jurisdiction.

Neither Claiborne County Chancery Court nor the United States District Court, Southern District of Mississippi, Western Division Civil Action No. 5:08cv315, wanted to take jurisdiction of Petitioner breach of contract claim.

On January 28, 2010, Judge David C. Bramlette, III, signed an order that Plaintiff-Appellant's Motion to Amend Complaint (Docket entry no. 69) and Supplement Motion to Amend Complaint (Docket entry no. 72) are denied. It is further ordered that this case is dismissed without prejudice Plaintiff was not qualified for the position as Principal.

The only qualifications listed on the Job Description for Claiborne County Public School for the position of Principal is that a person(s) have an "Appropriate Administrative Certificate as required by Mississippi State Code. Petitioner met all and above the qualifications

requirements of the Claiborne County School District. The Superintendent of Education, Dr. Annie Kilcrease in her recommendation to the Claiborne County School District Board states that Petitioner was "highly qualified for the position as Principal of Port Gibson High School.

REASONS FOR GRANTING THE PETITIONS

The United States Court of Appeals did err in Affirming the District Court granting summary judgment in favor of Claiborne County School District and Dr. Annie Kilcrease, Superintendent on Dr. Dr. Daisy M LaCour claim for violation of Title VII of the Civil Rights Act of 1964, as amended, in that Petitioner was discriminated against because of her sex, female.

The United States Court of Appeals did err in Affirming the District Court granting judgment in favor of Claiborne County School District and Dr. Annie Kilcrease, Superintendent claim for tortious interference with business and or contractual matters.

The United States Court of Appeals did err in Affirming the District Court abuse in its discretion in declining to exercise jurisdiction over Dr. Daisy M. LaCour's sole remaining state law claim for breach of contract.

Petitioner met all of the qualifications and requirements set by the Claiborne County School District and was qualified to be the Principal of Port Gibson High School.

Petitioner was dismissed from her principal job for doing her job.

The Handbook and Code of Conduct for Students and Parents, 2006 – 2007 Claiborne County Public School District, 404 Market Street, Port Gibson, MS 39150 pages 16-23 deals with discipline. Page 21 deals with fighting on school property a fight is defined as an exchange of physical blows, hitting, slapping, pushing, or shoving and is dependent upon the circumstance and severity. The penalty for fighting is three (3) to ten (10) days (depending on the severity) out of school suspension. Petitioner suspended both female students for fighting. The student whose parent did not come to pick their child up the, the Petitioner took that student home and place her in the care of adult supervision, the student's grand mother.

Petitioner was dismissed from her principal's job because of an off campus incident that occurred between two suspended student. Petitioner was dismissed from her job for obeying the policy and procedure in the Claiborne County School District handbook.

Respondents breached the contract with Petitioner in that Respondents terminated without cause. Petitioner was not afforded a hearing on the matter in a timely manner, despite Petitioner timely request for same, in violation of and contrary to 37-9-59 of the Mississippi Code of 1972, Annotated, and other applicable authority. Petitioner is owed monies earned under said contract for which she has not been paid.

Respondents also breached the implied duty of good faith and fair dealing inherent in all contract under Mississippi law.

Tortious Breach of Contract and Gross Negligence as well as other actions by Respondents constitute tortious breach of contract because said action were taken with a design and intent to wrong Petitioner; that such action were taken intentionally; that said action were taken for the purpose of injuring or damaging Petitioner, or alternatively, with gross negligence and/or reckless disregard for the foreseeable likelihood that damages to Petitioner would occur. The conduct of Respondents were in reckless disregard for Petitioner rights and actionable.

In order to make out a prima facie case of tortious interference, a plaintiff must prove:

> 1) acts were intentional and willful schedule the first board hearing ten (10) months and eleven (11) days from

the request from Petitioner and waited one year and over six months to uphold the Superintendent's decision to release Petitioner from her contract.

2} that the acts were calculated to cause damages to the plaintiff in her lawful business. Plaintiff was dismissed because she did her job. On the day she was dismissed two female students were suspended for fighting. Then later the same day they went to town and got into fight. Plaintiff was dismissed for follow ing Claiborne County School District student discipline policies.

3) the acts were done with unlawful purpose of causing damage and loss, without right or justifiable cause on the part of the Respondents; and - When the Claiborne County School District took one (1) and over six (6) months to uphold Dr. Annie Kilcrease dismissal that placed Petitioner without receiving any checks. Petitioner last pay check was April 13, 2007.

4) the actual loss occurred. Petitioner wrongful dismissal and not being paid is a financial loss. Petitioner met her spe cific facts indicating a genuine issue of material fact for trail of tortious inter ference. Petitioner did indeed show that an act of Responders interference with

her employment contract.

It had been very apparent that neither the Respondents nor their counsel understood that the lawsuit filed was a violation of Title VII of the Civil Rights Act of 1964, as amended, in that Petitioner was discriminated against because of her sex, female, and contractual agreement. Petitioner qualifications and discipline was not an issue in the lawsuit that Petitioner filed. The same materials Respondents presented to the court were presented to U. S. Equal Employment Opportunity Commission.

Claiborne County School District and Dr. Annie Kilcrease, Superintendent has never address any of the issues of Petitioner claim that they did not violation of Title VII of the Civil Rights Act of 1964, as amended, in that Plaintiff-Appellant was discriminated against because of her sex, female.

On September 24, 2008, U. S. Equal Employment Opportunity Commission sent their decisions that "All requirements for coverage are met". Charging Party (Dr. Daisy M. LaCour) alleged that she was discriminated against in violation of Title VII of the Civil Rights Act of 1964, as amended, because of her sex, female, in that she was subjected to disparate treatment and terminated from her Principal position by Superintendent (female). (See, Appendix R copy of U.S. Employment

Opportunity Commission decisions dated September 24, 2008.

CONCLUSION

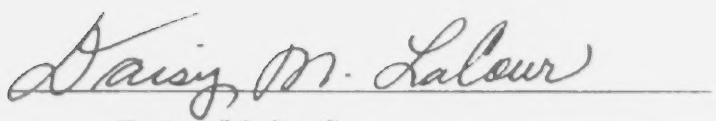
The Unites States Court of Appeals err in ARIRMING the District Court Dismissal without prejudice, Petition was not qualified for the position as Principal.

Petitioner was qualified to be the High School Principal with Claiborne County School District.

The petition for a writ of certiorari should be granted.

Respectfully submitted,

29th day of October, 2010



Daisy M. LaCour, pro, se

No.._____

IN THE

Supreme Court of the United States

Dr. Daisy M. LaCour Petitioner

vs.

Claiborne County School District and
Dr. Annie Kilcrease, Superintendent;
Respondents

PROOF OF SERVICE

I, Dr. Daisy M. LaCour, do swear or declare that on this date, October 15, 2010, as required by the Supreme Court Rule 29 I have served three (3) copies of the enclosed PEPTITION FOR A WRIT OF CERTIORARI on each party to the above proceeding or the party's counsel, and on every other person required to be served by deposition and envelope containing the above documents in the United States mail properly addressed to each of them and with first-class postage prepaid, or by delivery to a third-party commercial carrier for delivery within 3 calendar days.

The names and addresses of those served are as follows:

Stephanie C. Edgar
Copleand, Cook Taylor & Bush, P.A.
600 Concourse, Suite 100
Post Office Box 6020
Ridgeland, Mississippi 39158-6020

Claiborne County School District and
Dr. Annie Kilcrease, Superintendent
404 Market Street
Port Gibson, Mississippi 39150

Attorney Everett T. Sanders
Sanders Law Firm
P.O. Box 565
Natchez, Mississippi 39120

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 29th day of October, 2010

Daisy M. LaCour

Dr. Daisy M. LaCour, pro, se

CERTIFICATE OF COMPLIANCE

No._____

Dr. Daisy M. LaCour Petitioner

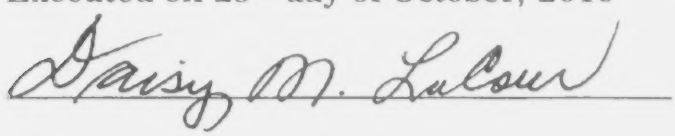
vs.

Claiborne County School District and
Dr. Annie Kilcrease, Superintendent
Respondents

As required by Supreme Court Rule 33.1(h), I certify that the petition for a writ of certiorari contains 7,188 words, excluding the parts of the petition that are exempted by the Supreme Court Rule 33.1(d).

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 29th day of October, 2010



Daisy M. LaCour, pro se